

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.M. Barr & Company, Inc.		05/01/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corp.: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4131877	PREP-ALL	
Registration Number:	4249536	SPRINKLERITE SYSTEM FOR A GREENER, RUST-	
Registration Number:	2595389	WOODARMOR	
Registration Number:	4174336	AIRCRAFT	
Registration Number:	4174335	BULLDOG	
Registration Number:	4174337	NAKED GUN	
Registration Number:	4240574	KLEAN-STRIP	
Registration Number:	4299029	HOME ARMOR	
Registration Number:	4337919	WOOD ARMOR	
Registration Number:	4668119	BULLDOG	
Registration Number:	4604030	GOOF OFF	
Registration Number:	4610709	AIRSCAPES	
Registration Number:	4621969	DAMPRID SIMPLI AIRE	
Registration Number:	2892221	BULLDOG	
Registration Number:	4453775	WORKS THE 1ST TIME	
Registration Number:	4439184	HOME ARMOR	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$415.00 4131877

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	617814
--------------------------------	--------

NAME OF SUBMITTER:	Jean Paterson
---------------------------	---------------

SIGNATURE:	/jep/
-------------------	-------

DATE SIGNED:	05/05/2015
---------------------	------------

Total Attachments: 5

source=5-5-15 WM Barr-TM#page1.tif
source=5-5-15 WM Barr-TM#page2.tif
source=5-5-15 WM Barr-TM#page3.tif
source=5-5-15 WM Barr-TM#page4.tif
source=5-5-15 WM Barr-TM#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 1st day of May, 2015, W.M. Barr & Company, Inc., a Tennessee corporation ("*Debtor*") with its principal place of business and mailing address at 6750 Lenox Center Court, Suite 200, Memphis, Tennessee 38115, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

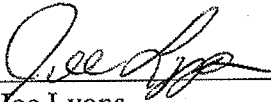
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W.M. BARR & COMPANY, INC.

By 
Name: Joe Lyons
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name: Garland F. Robeson IV
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 005510 FRAME: 0286

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W.M. BARR & COMPANY, INC.

By _____

Name: Joe Lyons

Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By  _____

Name: Garland F. Robeson IV

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
PREP-ALL	4131877	04/24/2012
SPRINKLERITE	4249536	11/27/2012
WOODARMOR	2595389	07/16/2002
AIRCRAFT (DESIGN) (INT'L CLASS 3)	4174336	07/17/2012
BULLDOG (DESIGN)	4174335	07/17/2012
NAKED GUN	4174337	07/17/2012
KLEAN-STRIP	4240574	11/13/2012
HOME ARMOR	4299029	03/05/2013
WOOD ARMOR	4337919	05/21/2013
BULLDOG	4668119	01/06/2015
GOOF OFF	4604030	09/16/2014
AIRSCAPES	4610709	09/23/2014
DAMPRID SIMPLI AIRE	4621969	10/14/2014
BULLDOG	2892221	10/12/2004
WORKS THE 1ST TIME	4453775	12/24/2013
GOOF OFF	4604030	09/16/2014
HOME ARMOR	4439184	11/26/2013

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
N/A		